



## **EVENT CANCELLATION INSURANCE**

UIN: IRDAN106P0004V01200708

PROSPECTUS/ SALES LITERATURE

### **Introduction:-**

This Policy has been framed for providing a comprehensive cover to all Event Managers/Organizers or any such entity engaged in conducting/organizing events, provided that they hold a financial stake in the same. The concept is to provide financial security to Companies holding events involving huge expenses and protect them against unforeseen loss of irrevocable expenses and profit due to Cancellation, Abandonment, Postponement or Relocation of Event arising out of Insured Perils. The Policy has been drafted to cover under one single cover a bundle of risks that are faced by Event Organizers in India.

### **Applicability**

- a. The scheme of Policy called Event Cancellation Insurance applies to all entities holding events in India.
- b. This scheme shall not apply to the events, occurrences, perils/ liability mentioned under the “Exclusions” Section.
- c. Any company, person, entity applying for this Policy shall have a financial stake in the event.

### **Coverage**

This Policy shall indemnify the Insured in respect of Ascertained Actual Financial Loss sustained by them due to Cancellation, Abandonment, Postponement or Relocation arising out of Insured Perils mentioned in the Policy or additional peril(s) opted by them through Endorsement(s). It is clarified that Insured Peril(s) as listed in the basic Policy are proposed by Insured to be covered and necessary premium is paid for total coverage. However, the additional peril(s) and coverage(s) mentioned in the Endorsement have to be specifically proposed by the Insured and for each additional peril, requisite premium needs to be paid. This coverage is subject to following provisions:

- a. Any loss will be eligible to be accepted as claim only if such peril is beyond the control of Insured, his employees or any one working on behalf of Insured.
- b. The Insured Peril occur(s) during the Period of Insurance.
- c. Additional cost(s) or charge(s) paid by Insured to avoid or diminish a loss is also covered.
- d. Maximum liability of insurance will be the Sum Insured for each insured item.

### **POLICY TERM**

Policy term for this policy shall be 12 (twelve) calendar months.

**Insured Perils** 1. Fire, Lightning 2. Explosion/Implosion 3. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom excluding damage caused by pressure waves. 4. Earthquake Fire and/or Shock. 5. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation and Rain. 6. Riot, Strike, Malicious Damage Clause. - 2 - 7. National mourning declared due to death of National Leader and/or Government Heads/ Dignitaries as declared and notified by Government. 8. Any other peril or coverage as agreed to be insured by Insurer and mentioned in the Schedule or Endorsement under the Policy.

**Exclusions :**

The ITGI will not be liable under this Policy for the following:-

- 1) Contractual liability other than those assumed under the Policy.
- 2) Lack of support or insufficient finances, inadequate response or support or withdrawal of support by sponsors, delegates or exhibitors.
- 3) Liability for any death/ injury to any person or damage to any property/equipment.
- 4) Any accident, loss or damage or expense directly or indirectly, proximately or remotely occasioned by, contributed to, traceable to or arising out of war, invasion, act of foreign enemies, hostilities, war like operation ( whether war be declared or not), civil war, rebellion, revolution, military or usurped power and act of terrorism.
- 5) a) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.  
b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. Aircraft and other aerial devices travelling at sonic or super sonic speeds.
7. Any dishonest, fraudulent, criminal or malicious act or omission by Insured, his employee(s), partner(s), director(s) or anyone on his behalf.
8. Consequential loss of any description other than those already provided for.
9. The Insured's lack of care, diligence or prudent behavior, increasing the risk.
10. Alterations or variance of Insured Event.
11. Any Event in the open or under canvas or in a temporary structure unless agreed by the Insurer.
12. Failure of Insured to make necessary arrangement like travel, rehearsal, contractual agreement and obtaining necessary permission like licenses, permits, patents etc.
13. Any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement or Relocation.
14. The operation of any statute or law resulting in to Cancellation, Abandonment, Postponement or Relocation except as mentioned in the Insured Peril(s).
15. Seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss hereunder.
16. (a) Lack of or inadequate receipts, sales or profits of any venture. (b) Variations in the rate of exchange, rate of interest or stability of any currency. (C) Financial default, insolvency or failure to pay of any person, corporation or entity.

**Warranties:-**

1. Before the commencement of the event, the Insured shall furnish to ITGI duly authenticated statement showing the anticipated income and expenditure in relation to the event.
2. Insured has no prior knowledge of any event which may give rise to a claim.
3. Insured has to make all appropriate necessary arrangements along with obtaining the necessary license, permit for the fulfilment of the event. Insured will also comply with all legal and Regulatory Body's requirement.
4. Simple postponement of event without operation of any insured peril will not mean Cancellation under the Policy.

### **Conditions**

1. Insured shall give every notice and communication in writing to the office of Insurer through which this Insurance is effected.
2. This Policy shall be void and all premiums paid by the Insured to Insurer shall be forfeited in the event of mis-representation, mis-description or concealment/non-disclosure of any material information.
3. The premium is not a cost or expense in the assessment of any claim hereunder.
4. Any fraud, misstatement, concealment of information at the time of proposal or claim will render all claims forfeited.
5. No cancellation or return premium shall be allowed for any reduction in Sum Insured or otherwise.
6. Liability of Insurer will be reduced by any savings on expenditure or revenue received by the Insured pertaining to the Insured Event.
7. The Insured may decide whether or not to retain ticket monies in the event of Cancellation or Abandonment of the Insured Event without any insistence by ITGI to retain it. In the event of Cancellation or Abandonment of an Event and the retention of any ticket monies received, then this retained ticket monies will reduce the claim amount payable under the policy.
8. The Insured must declare adequate Sum Insured to cover the full value of maximum possible loss of Gross Expenses and loss of Profit (if insured) i.e. Gross Revenue less Gross Expenses without any allowances for recoveries, savings, waivers. However if the Insured fails to do so, then ITGI will not be liable for a greater proportion of any loss covered than the Sum Insured bears to the full value of Actual Costs and Expenses including Profit, if insured.
9. Insured shall use proper and due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss hereunder.
10. All salvage, recoveries and payments due to Insured will be adjusted in the claim settlement.
11. This insurance does not cover any loss which, at the time of happening of such loss, is insured by or would, but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies, had this insurance not been effected.
12. It is also further expressly agreed that if the Insurer shall disclaim liability of the Insured for any claim hereunder and if such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purpose be deemed to have been abandoned and shall not be thereafter recoverable hereunder.
13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they can not agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Insurer has disputed or not accepted liability under this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to a right of action or suit under this Policy that Award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
14. This policy is subject to the jurisdiction of the competent Courts in India.
15. Insured has an obligation to rearrange the Cancelled or Abandoned Insured Event to another time in order to avoid or diminish a loss herein insured.

16. The Insurer reserves the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this insurance, the Insurer shall be subrogated to the extent of such payment to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.
17. This Insurance may not be assigned in whole or in part, without the prior written consent of the Insurer.

**Claims Procedure:**

Insured is bound under the Policy to do the following:

1. Give urgent notice to ITGI of the happening of any circumstance which would lead to a claim.
2. Confirm the facts to ITGI in writing as soon as possible, with as much information as available
3. Make no admission of liability without the prior written consent of ITGI
4. Take all steps to minimize or avoid any loss here under
5. Provide ITGI or their appointed representatives with: a. all necessary assistance in a timely manner  
b. all information required c. all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required
6. Prove the loss to the satisfaction of ITGI
7. Forward immediately to ITGI or their authorised representatives any letter, writ, or other document received in connection with any claim made under this insurance.
8. As soon as is practicable, render a signed statement and proof of loss to ITGI or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this insurance.
9. Allow ITGI the right, if they so wish, to: a. Take such steps as they deem necessary to prevent, mitigate or minimize a loss. b. Take over and conduct the defense or settlement of claims made against the Insured that are covered by this Insurance. c. Pursue all rights or remedies available to the Insured whether or not payment has been made hereunder

**Grievance or Complaint**

You may register a grievance or complaint by visiting Our website [www.iffcotokio.co.in](http://www.iffcotokio.co.in) You may also contact the offices from where You have bought the policy or the grievance officer who can be reached at Our corporate office.

Grievance Department details are as mentioned below:

E-Mail ID: [chiefgrievanceofficer@iffcotokio.co.in](mailto:chiefgrievanceofficer@iffcotokio.co.in)

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

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**PROHIBITION OF REBATES**

Section 41 of the Insurance Act 1938 provides as follows:

1. No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

2. Any person making default in Company with the provisions of the section shall be punishable with fine which may extend to ten lakh rupees.

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**Note:** Sales literature contains salient features of the product. For exhaustive details on covers, exclusions and conditions, kindly refer Policy Wordings. For all Insurance contracts, Policy Schedule along with Policy Wordings will be considered as contract documents. For more and detailed information regarding policies/ claims, please contact the nearest IFFCO-Tokio Office/ Bima Kendra/ Authorized Company Agent.